

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

ATS INTERNATIONAL, INC.,
a corporation,
PLAINTIFF,

CASE NO.: 11-2207 MJD/LIB

vs.

LAP DISTRIBUTION PTE LTD,
n/k/a LAP GLOBAL SERVICES PTE LTD,
a foreign corporation,
DEFENDANT.

**AMENDED PETITION TO COMPEL ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT, 9 U.S.C §1, et seq.**

Plaintiff, ATS INTERNATIONAL, INC. (“ATSI”), by and through undersigned counsel, sues the Defendant, LAP DISTRIBUTION PTE LTD n/k/a LAP GLOBAL SERVICES PTE LTD (“LAP”), and states:

1. This action seeks to compel arbitration pursuant to an arbitration clause in a maritime contract, and this Court therefore has jurisdiction over all of the claims asserted herein pursuant to 28 U.S.C. §1333 and 9 U.S.C §1, et seq. This is also an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. ATSI is a corporation organized under the laws of Minnesota, U.S.A., having its principal place of business at 725 Opportunity Drive, St. Cloud, MN 56302.

3. LAP is a foreign corporation/business entity organized under the laws of Singapore, having its principal place of business at 1 Kim Seng Promenade, #09-03, Great World City East Tower, Singapore 237994.

4. The damages at issue herein are in excess of \$75,000.00, exclusive of interest, attorneys’ fees and costs.

5. On or about April 4, 2007, ATSI and LAP entered into a written agency agreement (“Agreement”) signed by representatives of both parties, a copy of which is attached hereto as Exhibit A.

6. The Agreement provides in pertinent part:

16.00 JURISDICTION AND ARBITRATION

Any dispute arising out of this Agreement and any Agreement ancillary hereto, shall be determined by the Courts and/or Arbitration Board of the United States.

7. In the course of the performance of the Agreement, certain disputes arose between ATSI and LAP. Specifically, ATSI claimed that sums are due to it and also demanded that LAP cease its unauthorized use of ATSI’s bills of lading and provide an accounting between the parties.

8. As the parties were unable to settle their differences, on or about July 27, 2010, ATSI sent a written demand that the controversies between the parties be submitted to arbitration in accordance with the terms of the Agreement.

9. Defendant has failed and refused to submit to arbitration.

WHEREFORE, Plaintiff ATS INTERNATIONAL, INC., prays for an order compelling Defendant LAP DISTRIBUTION PTE LTD to submit to arbitration in Minnesota before a single arbitrator or other such arbitration as the Court may deem and designate as appropriate pursuant to the Federal Arbitration Act, 9 U.S.C. §1, et seq., and for such other and further relief as the Court may deem just and proper.

Dated: August 23, 2011

GRAY, PLANT, MOOTY,
MOOTY & BENNETT, P.A.

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